

**CITY OF CORPUS CHRISTI  
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 ("**City**") acting through its duly authorized City Manager or Designee (Director of Capital Programs) and **HDR Engineering, Inc.**, a Texas corporation, 555 N. Carancahua, Suite 1600, Corpus Christi, Nueces, Texas, 78401, ("**Architect/Engineer – A/E**"), hereby agree as follows:

**1. SCOPE OF PROJECT**

**Salt Flats Levee System, Phase 2 (Project No. E12070) –**

Under this Agreement, A/E will provide services on a Task Order basis (reference Exhibit A) for a range of services related to the Flood Insurance Rate Map (FIRM) update in the portion of downtown Corpus Christi protected by the downtown flood protection system. Work will be subject to authorization from CITY. A detailed Scope of Services and fee estimate will be developed for each task prior to execution of work. Potential Task Orders include: FEMA LAMP Pilot Coordination, Interior Drainage Analysis, Ranking Suspected Flood Protection Deficiencies, Geotechnical Investigations, Deficiency Correction Plans, Corrective Measure Planning, Corrective Measure Design, Coastal Structure Evaluations, Floodwall Evaluations and other services as required.

**2. SCOPE OF SERVICES**

The A/E hereby agrees, at its own expense, to perform design services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit "A"**, to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services- A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

### 3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Director of Engineering Services. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on Exhibit "A". This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

The Director of Engineering Services may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

### 4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in Exhibit "B".

### 5. FEE

The City will pay the A/E a fee, as described in Exhibit "A", for providing services authorized, a total fee not to exceed \$650,000.00, (in Numbers), Six Hundred Fifty Thousand (in Words). Monthly invoices will be submitted in accordance with Exhibit "C".

### 6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

### 7. LOCAL PARTICIPATION

~~The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)~~ Waived for this project, Request For Qualifications (RFQ) 2012-03.

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Director of Engineering Services. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

HDR ENGINEERING, INC.

\_\_\_\_\_  
J.H. Edmonds, P.E                      Date  
Director Capital Programs

*Arthur B. Colwell*                      6.1.15  
\_\_\_\_\_  
Arthur B. Colwell                      Date  
Vice President  
555 N. Carancahua, Suite 1600  
(361) 696-3300 Office

RECOMMENDED

\_\_\_\_\_  
Operating Department                      Date

**APPROVED**

\_\_\_\_\_  
Office of Management and Budget      Date

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Assistant City Attorney      Date

**ATTEST**

\_\_\_\_\_  
Rebecca Huerta, City Secretary

**Salt Flats Levee System, Phase 2 (Project No. E12070)**

Fund Name	Accounting Unit	Account No.	Activity No	Account Category	Amount
Seawall System	3272-707	550950	E12070013272EXP	50950	\$650,000.00
Total					\$650,000.00

Encumbrance No. \_\_\_\_\_





May 29, 2015

220658

Mr. Jeff Edmonds, P.E.  
Director, Capital Programs  
City of Corpus Christi  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

RE: *Master Services*  
~~MULTIPLE PROJECT~~ AGREEMENT FOR PROFESSIONAL SERVICES FOR SALT  
FLATS LEVEE SYSTEM, PHASE 2 – PROJECT NO. ~~3428~~ E12070

Dear Mr. Edmonds,

Thank you again for the opportunity to provide professional engineering, consulting, and related services to the City of Corpus Christi for the Salt Flats Levee System, Phase 2 Project.

Enclosed are two copies of our proposed Multiple Project Agreement (MPA) for your review. If you are in agreement with the proposed MPA and Terms and Conditions, please execute both copies of the MPA and return one copy to us. We look forward to supporting your efforts on the Salt Flats Levee and related flood protection elements.

Please call me at 361-696-3344 if you would like to discuss this in more detail.

Sincerely,

HDR ENGINEERING, INC.

Daniel J. Heilman, P.E.  
Coastal Program Technical Leader

DJH/jcm

CC: Daniel Deng, P.E., Major Projects Engineer, Capital Programs  
Julio Dimas, CFM, Assistant Director, Development Services  
Carl Crull, P.E., Vice President, HDR Engineering, Inc.  
Curtis Beitel, P.E., CFM, HDR Engineering, Inc.

Enclosures: (1) Multiple Project Agreement  
(2) Exhibit A – Task Order No. 1 (Sample)  
(3) Exhibit B – Terms & Conditions for Floodplain, Dams & Levee Professional Services  
(4) Exhibit C – HDR Schedule of Rates (No. 1-15)

hdrinc.com

555 N. Carancahua, Suite 1600  
Corpus Christi, TX 78401  
T 361-696-3300 F 361-696-3385

EXHIBIT "A"  
Page 1 of 10

*Master Services*  
~~MULTIPLE PROJECT~~ AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Corpus Christi, hereinafter referred to as "OWNER," and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more tasks under Project No. 3428 (Engineering Project No. E12070 in the Public Health and Safety category of the CIP 2014-15), "Salt Flats Levee System, Phase 2," in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such tasks as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many tasks as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each task ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A." No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.
- 1.4 Under this Agreement, ENGINEER will provide services on a Task Order basis (reference Exhibit A) for a range of services related to the Flood Insurance Rate Map (FIRM) update in the portion of downtown Corpus Christi protected by the downtown flood protection system. Work will be subject to authorization from OWNER. A detailed Scope of Services and fee estimate will be developed for each task prior to execution of work. Potential Task Orders include: FEMA LAMP Pilot Coordination, Interior Drainage Analysis, Ranking Suspected Flood Protection Deficiencies, Geotechnical Investigations, Deficiency Correction Plans, Corrective Measure Planning, Corrective Measure Design, Coastal Structure Evaluations, Floodwall Evaluations and other services as required.

- 1.5 The actual schedule and duration for each task is subject to the detailed scope of work negotiated between OWNER and ENGINEER for desired tasks, the sequencing of the tasks, and the timing of OWNER's task authorizations. The actual schedule for each task will be established under Part 4.0, "Periods of Service," in each Task Order.

## **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services" (file date May 2013), marked as Exhibit "B," OWNER shall have the responsibilities described in Part 3 of each Task Order.

### SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the "HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services" (file date May 2013). The anticipated fee structure under this agreement is shown below. ENGINEER's fee for each Task Order will be established as a negotiated lump-sum amount, or on a time and materials (T&M) basis with a negotiated not-to-exceed amount. The fee for Task Orders that are authorized on a T&M basis will be determined using ENGINEER's current rate schedule. ENGINEER's 2015 rates are attached as Exhibit C. These rates are subject to revision in January each year.

FEE STRUCTURE	
DESCRIPTION	ENGINEER FEE
Maximum Contract Amount <sup>[1,2]</sup>	\$650,000 (max)
Task 1 – FEMA LAMP Pilot Coordination	TBD
Task 2 – TBD	TBD
Task 3 – TBD	TBD
Task 4 – TBD	TBD
Task 5 – TBD	TBD
Task 6 – TBD	TBD
Task 7 – TBD	TBD
Task 8 – TBD	TBD
Task 9 – TBD	TBD
Task 10 – TBD	TBD
<b>Notes:</b>	
1. Total contract amount (i.e., the sum of the fees for all tasks) may not exceed the maximum fee shown without an amendment to this agreement.	
2. The detailed scope and fee amounts for each Task will be negotiated on a per-task basis prior to execution of each Task Order (see Exhibit A). OWNER understands that not all of the tasks listed above can necessarily be performed within the maximum overall fee of \$650,000.	



**SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The "HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services" (file date May 2013), which are attached hereto and marked as Exhibit "B," are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF CORPUS CHRISTI

"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEER ENGINEERING, INC.

"ENGINEER"

BY: *Arthur B. Colwell*

NAME: Arthur B. Colwell, P.E.

TITLE: Vice President/Managing Principal

ADDRESS: 1600 N. Carancahua, Suite 1600  
Corpus Christi, TX 78401

## **EXHIBIT A**

### **TASK ORDER**

This Task Order pertains to an Agreement by and between \_\_\_\_\_, (“OWNER”), and ENGINEER Engineering, Inc. (“ENGINEER”), dated \_\_\_\_\_, 20\_\_\_\_, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

**TASK ORDER NUMBER:**

**PROJECT NAME:**

**PART 1.0 PROJECT DESCRIPTION:**

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

**PART 3.0 OWNER’S RESPONSIBILITIES:**

**PART 4.0 PERIODS OF SERVICE:**

**PART 5.0 PAYMENTS TO ENGINEER:**

**PART 6.0 OTHER:**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
"OWNER"

ENGINEER ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT B

## HDR ENGINEERING, INC. TERMS AND CONDITIONS FOR FLOODPLAIN, DAMS AND LEVEE PROFESSIONAL SERVICES

### Parties:

HDR ENGINEERING, INC. ("ENGINEER" or "HDR") and the CITY OF CORPUS CHRISTI ("CLIENT" or "CITY")

### 1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the CLIENT, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services. ENGINEER and CLIENT agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to CLIENT.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER CLIENT. ENGINEER agrees to indemnify OWNER CLIENT for claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER CLIENT agrees to include ENGINEER as an indemnified party in OWNER CLIENT's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER CLIENT. Further, OWNER CLIENT agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state State of Texas, where ENGINEER's services are to be performed. Venue lies exclusively in Nueces County, Texas.

### 6. CLIENT-PROVIDED SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to the project in CLIENT's possession, and any requirements or budgetary limitations. The CLIENT agrees to bear full ~~ENGINEER shall bear no~~ responsibility for the technical accuracy and content of CLIENT-furnished documents, information and services. In performing services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests.

### 7. SUCCESSORS AND ASSIGNS

OWNER CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project, provided to the CLIENT as part of ENGINEER'S performance of this Agreement. Therefore, ENGINEER and CLIENT retain no ownership of all such documents. OWNER CLIENT may shall retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER CLIENT's sole risk and without liability or legal exposure to ENGINEER, and OWNER CLIENT, to the extent permitted by law, will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including reasonable attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER CLIENT and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER CLIENT or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. If CLIENT terminates the Agreement, CLIENT will make an equitable adjustment shall also be made to provide for termination settlement reimbursement of costs ENGINEER actually incurred inure as a result of commitments that ENGINEER can show were part of the performance required under this Agreement, and that such commitments had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER CLIENT will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER CLIENT's auditors upon request.

If OWNER CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only. OWNER CLIENT recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e)

## 15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and client approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER

CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. LIMITATION OF LIABILITY

CLIENT recognizes that ENGINEER's fee for performing services hereunder is not commensurate with the risks associated with potential damages, losses or claims arising there from. As a result, CLIENT agrees that HDR's and its employees' total liability to CITY for any loss or damage, including third party losses, damages or claims, arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000, ~~or the total compensation received by ENGINEER hereunder, or the amount of ENGINEER's liability insurance coverage limits, and~~ regardless of what cause of action(s) CLIENT may have including but not limited to indemnity, contribution, and joint and several liability, and CLIENT shall, to the extent permitted by law, indemnify, release and hold ENGINEER and its employees harmless from any liability above such amount. CLIENT further expressly waives any right of subrogation it may have against ENGINEER above such limitation, and agrees, to the extent permitted by law, to defend, indemnify and hold ENGINEER harmless for any subrogation claims of third-parties above such limitation.

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding ~~and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.~~

If ENGINEER is made a party to any litigation concerning CLIENT's flood control structures, CLIENT shall, to the extent permitted by law, reimburse ENGINEER for all reasonable costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse CLIENT the costs of defense paid by CLIENT, and shall satisfy any judgment up to ENGINEER's ~~limitation of liability insurance coverage limits. Any amount in excess of ENGINEER's limitation of liability shall be paid by CLIENT.~~

## 19. MAINTENANCE OF STRUCTURES AND SYSTEMS

CLIENT agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon CLIENT's continued operation and maintenance of the project structures and systems in accordance with all, permits, laws and regulations that permit the construction and operations of the structure(s) and systems including any Engineer prepared operations and maintenance plans. Should CLIENT fail to maintain the structures to be in full compliance permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to CLIENT, and CLIENT shall to the extent permitted by law, indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

## 20. VISUAL INSPECTIONS

For visual inspections, to the extent permitted by law, CLIENT hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.



EXHIBIT C

No. 1-15

SCHEDULE OF RATES

These rates are effective through December 2015

PROFESSIONAL STAFF	HOURLY RATE	PARA-PROFESSIONAL STAFF HOURLY RATE
Engineer I.....	\$113.50	Administrative Assistant..... \$82.50
Engineer II.....	\$124.00	Drafter..... \$85.00
Engineer III.....	\$139.50	Technician I..... \$98.00
Engineer IV.....	\$155.00	Technician II.....\$111.00
Engineer V.....	\$170.50	Technician III..... \$124.00
Engineer VI.....	\$191.00	Designer Tech IV..... \$137.00
Engineer VII.....	\$211.50	
Engineer VIII.....	\$232.50	<b>EQUIPMENT/IT</b>
Principal Engineer.....	\$253.00	GPS RTK Survey Equipment.....250.00/Day
Sr. Principal Engineer.....	\$273.50	GPS Hand Held (Sub Meter).....135.00/Day
Program Director.....	\$294.50	Tow Vehicle.....65.00/day + IRS rate + 10%
Project Biologist/GIS Specialist.....	\$134.00	Survey Boat .....750.00/Day
Environmental Biologist.....	\$155.00	GPS Hydrographic Survey Equip.....250.00/Day
Sr. Environmental Biologist.....	\$175.50	Acoustic Doppler Velocimeter (ADV)....1,000.00/Wk
Environmental Manager.....	\$196.00	Water Level Logger.....300.00/Wk
		IT Equip/Services ..... 3.70/Hr
		<b>EXPENSES</b>
		Automobile (other than rental car) ..... IRS rate + 10%
		In house reproduction ..... prevailing commercial rates
		Outside consultants.....cost plus 15% handling
		Outside technical services.....cost plus 15% handling
		All other expenses .....cost plus 15% handling

1. Charges are due and payable within thirty (30) days of receipt of the invoice. A charge of 1% per month will be added for late payments.
2. Construction administration staff will be billed at an equivalent grade, depending upon qualifications.
3. Unlisted scientists and other non-engineer professionals will be billed at the rate of a comparable engineer grade.
4. Overtime for para-professional and non-registered survey staff will be billed at 125% of the hourly rate and overtime will apply for hours worked in excess of 8 hours per day or 40 per week.
5. Time spent preparing for and providing depositions or courtroom testimony will be billed at 150% of the hourly rate.

hdrinc.com

555 N Carancahua  
Suite 1600  
Corpus Christi, TX 78401-0850

**EXHIBIT "B"**  
**MANDATORY INSURANCE REQUIREMENTS & INDEMNIFICATION**  
**FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES**  
**(Revised October 2010)**

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates</b>	<b>Bodily Injury &amp; Property Damage</b>
<b>COMMERCIAL GENERAL LIABILITY</b> including: 1. Broad Form 2. Premises -Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>AUTOMOBILE LIABILITY</b> to included 1. Owned vehicles 2. Hired -Non-owned vehicles	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>PROFESSIONAL LIABILITY</b> including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	<b>\$1,000,000 per claim / \$2,000,000 aggregate</b> (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
<b>WORKERS' COMPENSATION</b>	<b>Which Complies with the Texas Workers Compensation Act</b>
<b>EMPLOYERS' LIABILITY</b>	<b>500,000/500,000/500,000</b>

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
Fax: (361) 826-4555

- G. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.



- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- I. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

### **INDEMNIFICATION**

Consultant shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officials, officers, agents, employees, volunteers, directors and representatives ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and defense costs, caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or its agent, consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This Indemnification does not apply to any liability resulting from the negligent acts or omissions of the City of Corpus Christi or its employees, to the extent of such negligence.

Consultant must, at City's option, defend Indemnitee and with counsel satisfactory to the City Attorney.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

**COMPLETE PROJECT NAME**  
**Project No. XXXX**  
**Invoice No. 12345**  
**Invoice Date:**

	<b>Contract</b>	<b>Amd No. 1</b>	<b>Amd No. 2</b>	<b>Total Contract</b>	<b>Amount Invoiced</b>	<b>Previous Invoice</b>	<b>Total Invoice</b>	<b>Percent Complete</b>
<b>Basic Services:</b>								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
<b>Subtotal Basic Services</b>	<b>\$6,000</b>	<b>\$1,000</b>	<b>\$1,250</b>	<b>\$8,250</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>30%</b>
<b>Additional Services:</b>								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
<b>Subtotal Additional Services</b>	<b>\$2,000</b>	<b>\$1,120</b>	<b>\$1,627</b>	<b>\$4,747</b>	<b>\$500</b>	<b>\$0</b>	<b>\$500</b>	<b>11%</b>
<b>Summary of Fees</b>								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
<b>Total of Fees</b>	<b>\$8,000</b>	<b>\$2,120</b>	<b>\$2,877</b>	<b>\$12,997</b>	<b>\$1,250</b>	<b>\$1,500</b>	<b>\$3,000</b>	<b>23%</b>



SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

City of  
Corpus  
Christi

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. **Every question must be answered.** If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: HDR Engineering, Inc.

P. O. BOX: \_\_\_\_\_

STREET ADDRESS: 555 N. Carancahua, Suite 1600 CITY: Corpus Christi ZIP: 78401

FIRM IS:      1. Corporation                          2. Partnership      
                  4. Association                          5. Other                                  3. Sole Owner   

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name <u>N/A</u>	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name <u>N/A</u>	Title
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name <u>N/A</u>	Board, Commission or Committee
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name <u>N/A</u>	Consultant
_____	_____
_____	_____
_____	_____

### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

### CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Arthur B. Colwell, P. E. Title: Vice President  
(Type or Print)

Signature of Certifying Person:



Date:

4.7.15

### DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.